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18135-A
FILED

August 2, 1993

NOV 4 1993 - 10 05 AM

INTERSTATE COMMERCE COMMISSION

Interstate Commerce Commission
12th St. and Constitution Ave, N.W.
Washington, DC 20423

Attention: Mildred Lee

Dear Ms. Lee,

Effective February 1, 1993, Victoria Bank & Trust took a security interest in (25) railcars as per the attached security agreement (copy), ICC recordation file 18135 on 3/1/93 at 9:40 a.m.

Effective August 1, 1993 the Debtor (ITG, Inc.) sold certain railcars to a third party. Seven of the railcars sold were identified in the above security agreement. As consideration for the release of these seven railcars the Debtor agreed to substitute seven other railcars. The new and old collateral are identified in the attached (original and copy) Amendment To Security Agreement.

Therefore, we request that the original Amendment To Security Agreement be acknowledged and recorded by the Interstate Commerce Commission and returned to us.

Sincerely,

Herschel G. Vansickle
Herschel G. Vansickle
Vice President

THE STATE OF TEXAS
COUNTY OF VICTORIA

This instrument was acknowledged before me on the 2nd day of August, 1993, by Herschel G. Vansickle, Vice President of Victoria Bank & Trust.



Karol Slavik
Karol Slavik, Notary Public

LICENSING BRANCH

Oct 20 9 51 AM '93

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Interstate Commerce Commission
Washington, D.C. 20423

11/4/93

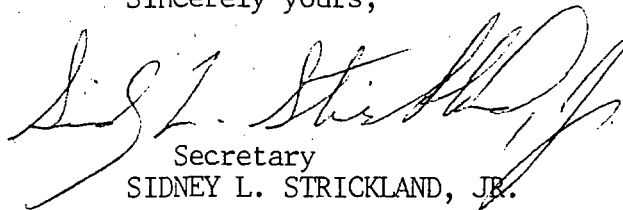
OFFICE OF THE SECRETARY

Herschel G. Vansickle
Vice President
Victoria Bank & Trust
One O'Connor Plaza
Victoria, Texas 77902

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions
of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303,
on 11/4/93 at 10:05am, and assigned
recording number(s). 18135-A

Sincerely yours,


Secretary
SIDNEY L. STRICKLAND, JR.

Enclosure(s)

2/1/94

AMENDMENT TO SECURITY AGREEMENT
(Substitution of Collateral)

18135-1A
NOV 4 1993 10 03 AM
INTERSTATE COMMERCE COMMISSION

The undersigned Debtor grants to Victoria Bank & Trust Company, hereinafter referred to as Secured Party, a security interest in the property described below as New Collateral. This security interest, and the property described as New Collateral, shall be subject to all the terms, provisions and conditions of that certain Security Agreement dated February 1, 1993, by and between Debtor and ITG, Inc., as fully as if set forth at length verbatim.

Secured Party will, upon execution and delivery of this Amendment to Security Agreement, and any other documents requested by Secured Party to perfect its security interest in New Collateral, release and terminate all of its security interests in Old Collateral described below which was originally granted in the security agreement described above.

NEW COLLATERAL: (7) 70-ton ballast type railcars described as follows: ITGX 7053, 7055, 7057, 7063, 7072, 7076, 7080 together with all debtors rights arising under lease (s) of said railcars to others.

OLD COLLATERAL: (7) 70 ton ballast type railcars described as follows: ITGX 7001, 7003, 7004, 7041, 7042, 7043, 7046.

Dated: August 1, 1993

ACCEPTED:

VICTORIA BANK & TRUST COMPANY

DEBTOR

ITG, Inc.

By: Herschel Vansickle

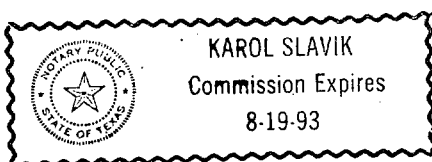
Name: Herschel Vansickle

Title: Vice President

Karol Slavik

THE STATE OF TEXAS
COUNTY OF VICTORIA

Witnessed under my hand and seal this 2nd day of August, 1993.



Karol Slavik
Karol Slavik Notary Public
Comm Exp. 8-19-93

I T G, INC.

RECORDATION NO.

18135

FILED 1428

106 N MAIN ST SUITE 200

MAR 1

1994

9:40 AM

VICTORIA, TX 779016501

VICTORIA BANK & TRUST

ONE O'CONNOR PLAZA

VICTORIA TX 77902

DEBTOR'S NAME, ADDRESS AND SSN OR TIN
("I" means each Debtor who signs.)

INTERSTATE COMMERCE COMMISSION

SECURED PARTY'S NAME AND ADDRESS

("You" means the Secured Party, its successors and assigns.)

I am entering into this security agreement with you on FEB. 1, 1993 (date).SECURED DEBTS. I agree that this security agreement will secure the payment and performance of the debts, liabilities or obligations described below that (Check one) ☒ (I) ☐ (name)

owe(s) to you now or in the future:

(Check one below):

☐ Specific Debt(s). The debt(s), liability or obligations evidenced by (describe): _____ and all extensions, renewals, refinancings, modifications and replacements of the debt, liability or obligation.☒ All Debt(s). Except in those cases listed in the "LIMITATIONS" paragraph on the reverse side, each and every debt, liability and obligation of every type and description (whether such debt, liability or obligation now exists or is incurred or created in the future and whether it is or may be direct or indirect, due or to become due, absolute or contingent, primary or secondary, liquidated or unliquidated, or joint, several or joint and several).**Security Interest.** To secure the payment and performance of the above described Secured Debts, liabilities and obligations, I give you a security interest in all of the property described below that I now own and that I may own in the future (including, but not limited to, all parts, accessories, repairs, improvements, and accessions to the property), wherever the property is or may be located, and all proceeds and products from the property.☐ **Inventory:** All inventory which I hold for ultimate sale or lease, or which has been or will be supplied under contracts of service, or which are raw materials, work in process, or materials used or consumed in my business.☐ **Equipment:** All equipment including, but not limited to, all machinery, vehicles, furniture, fixtures, manufacturing equipment, farm machinery and equipment, shop equipment, office and recordkeeping equipment, and parts and tools. All equipment described in a list or schedule which I give to you will also be included in the secured property, but such a list is not necessary for a valid security interest in my equipment.☐ **Farm Products:** All farm products including, but not limited to:
(a) all poultry and livestock and their young, along with their products, produce and replacements;
(b) all crops, annual or perennial, and all products of the crops; and
(c) all feed, seed, fertilizer, medicines, and other supplies used or produced in my farming operations.☐ **Accounts, Instruments, Documents, Chattel Paper and Other Rights to Payment:** All rights I have now and that I may have in the future to the payment of money including, but not limited to:
(a) payment for goods and other property sold or leased or for services rendered, whether or not I have earned such payment by performance; and
(b) rights to payment arising out of all present and future debt instruments, chattel paper and loans and obligations receivable. The above include any rights and interests (including all liens and security interests) which I may have by law or agreement against any account debtor or obligor of mine.☐ **General Intangibles:** All general intangibles including, but not limited to, tax refunds, applications for patents, patents, copyrights, trademarks, trade secrets, good will, trade names, customer lists, permits and franchises, and the right to use my name.☐ **Government Payments and Programs:** All payments, accounts, general intangibles, or other benefits (including, but not limited to, payments in kind, deficiency payments, letters of entitlement, warehouse receipts, storage payments, emergency assistance payments, diversion payments, and conservation reserve payments) in which I now have and in the future may have any rights or interest and which arise under or as a result of any preexisting, current or future Federal or state governmental program (including, but not limited to, all programs administered by the Commodity Credit Corporation and the ASCS).☒ The secured property includes, but is not limited by, the following:

SEE ATTACHED SHEET FOR DETAILED DESCRIPTION

If this agreement covers timber to be cut, minerals (including oil and gas), fixtures or crops growing or to be grown, the legal description is:

I am a(n) ☐ individual ☐ partnership ☒ corporation☐ If checked, file this agreement in the real estate records.

Record Owner (if not me): _____

I AGREE TO THE TERMS SET OUT ON THE FRONT AND BACK OF THIS AGREEMENT. I have received a copy of this document on today's date.

I T G, INC.

(Debtor's Name)

The property will be used for ☐ personal ☒ business
☐ agricultural ☐ _____ reasons.

VICTORIA BANK & TRUST

(Secured Party's Name)

KAROL SLAVIK

Title:

Commission Expires

8-19-93

THE STATE OF TEXAS

COUNTY OF VICTORIA

Witnessed under my hand

and seal this 1st day of February, 1993.

By: Herschel G. Vansickle

Herschel G. Vansickle

Title: Vice PresidentBy: Karol Slavik

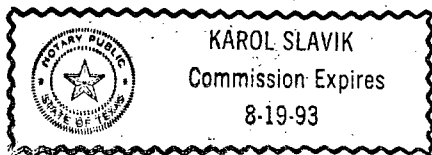
Karol Slavik - Notary Public

Title: Comm Exp. 8-19-93

I T G, INC. 106 N MAIN ST SUITE 200 VICTORIA, TX 779016501 DEBTOR'S NAME AND ADDRESS	VICTORIA BANK & TRUST ONE O'CONNOR PLAZA VICTORIA TX 77902 SECURED PARTY'S NAME AND ADDRESS	EXTENSION OF SECURITY AGREEMENT DATED: FEB. 1, 1993
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For value received, the Debtor hereby grants the Secured Party a security interest in the following additional collateral:

(25) 70-TON BALLAST TYPE RAILCARS, PERIODICALLY UNDER LEASE TO NORTHEAST ILLINOIS RAILROAD CORPORATION, FURTHER DESCRIBED AS FOLLOWS:
 ITGX 7000, 7001, 7002, 7003, 7004, 7005, 7007, 7009, 7010, 7019, 7020, 7022, 7030, 7033, 7036, 7037, 7038, 7040, 7041, 7042, 7043, 7046, 7048, 7050, 7051
 TOGETHER WITH ALL RIGHTS OF DEBTOR ARISING UNDER LEASE(S) OF SAID CARS TO OTHERS NOW EXISTING OR HEREINAFTER MADE.



THE STATE OF TEXAS
 COUNTY OF VICTORIA Witnessed under my hand
 and seal this 1st day of February, 1993.

Karol Slavik
 Karol Slavik Notary Public
 Comm exp. 8-19-93

By signing below, Debtor acknowledges that this document describes additional collateral which is subject to all terms and conditions of the Security Agreement referred to above.

Authorized Signature(s) of Secured Party - sign below only if filing this document.

Herschel G. Vansickle
Herschel G. Vansickle, Vice President

I T G, INC.
 Debtor Connie Perkins (TITLE)
 Debtor BY: CONNIE PERKINS Vice President/Secre (TITLE)
 Debtor _____ (TITLE)